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General Counsel

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TRA DOCKET ROOM

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October 22, 2005

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

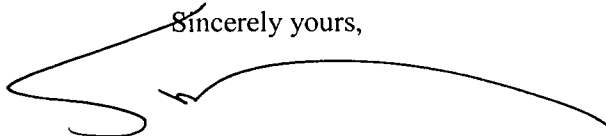
Re *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Navigator Telecommunications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 0400374

Dear Chairman Miller.

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Navigator Telecommunications, LLC and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated August 10, 2002. The first Amendment relates to Local Portability cost recovery, the second Amendment relates to Dial Around Compensation and the third Amendment replaces the adoption language in the General Terms and Conditions of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M Hicks

cc Michael McAlister, Navigator Telecommunications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Navigator Telecommunications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NAVIGATOR TELECOMMUNICATIONS, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Navigator Telecommunications, LLC ("Navigator") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated August 10, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Navigator and BellSouth state the following:

1. Navigator and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 7, 2002.

2. The parties have recently negotiated three Amendments to the Agreement. The first Amendment relates to Local Portability cost recovery; the second Amendment relates to Dial Around Compensation and the third Amendment replaces the adoption

language in the General Terms and Conditions of the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Navigator and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and Navigator within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Navigator and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Navigator and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 22 day of 04, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300


(615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 22 day of 04, 2004:

Michael McAlister
Navigator Telecommunications LLC
8525 Riverwood Park Drive
North Little Rock, AR 72113


Guy M. Hicks

**Amendment
To the
Interconnection Agreement
Between
Navigator Telecommunications, LLC
and
BellSouth Telecommunications, Inc.
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications, LLC (Navigator), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 10, 2002 ("Agreement") to be effective the date of the last signature executing this Amendment

WHEREAS, BellSouth and Navigator entered into the Agreement on August 10, 2002, and,

WHEREAS, BellSouth and Navigator are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1 The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC
- 2 The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.5.9 of Attachment 2
 - In addition to other charges specified in this Agreement for Local Number Portability, Navigator shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff,
3. All of the other provisions of the Agreement dated August 10, 2002 shall remain unchanged and in full force and effect.
- 4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(c) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year
written below

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 9/16/04

Navigator Telecommunications, LLC

By: 

Name: Kenrick LeDoux

Title: CTO & VP Engineering

Date: 9/14/04

**Amendment
To the
Interconnection Agreement
Between
Navigator Telecommunications, LLC
and
BellSouth Telecommunications, Inc.
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications, LLC (Navigator), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 10, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Navigator Telecommunications, LLC entered into the Agreement on August 10, 2002, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 Attachment 2 of the Interconnection Agreement entered into between Navigator and BellSouth is hereby amended to change section 5 6 9 through 5 6 9 1 to read as follows

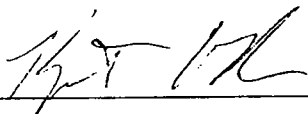
5 6 9 Dial Around Compensation

5 6 9 1 For a call originated by a pay phone end user over Navigator's unbundled Coin port/loop combinations and terminated to a BellSouth IntraLata 800 end user, BellSouth shall pay dial around compensation directly to the payphone end user provider in the amount specified by the FCC in docket #96-128, (the Pay Phone Order), or in other such orders that may modify amend or supercede the Pay Phone Order
- 2 All of the other provisions of the Agreement, dated August 10, 2002, shall remain in full force and effect.
- 3 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

BellSouth Telecommunications, Inc.

By



Name: Kristen E. Rowe

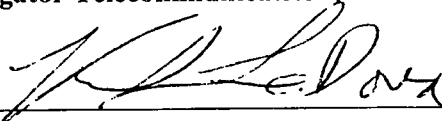
Title: Director

Date

9/16/04

Navigator Telecommunications, LLC

By:



Name: Kenrick LeDoux

Title: CTO + VP Engineering

Date:

9/14/04

Confidential and Proprietary For discussion purposes only

Dial Around Compensation Amendment Version 07/22/2004

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]

**Amendment to the Agreement
Between
Navigator Telecommunications
and
BellSouth Telecommunications, Inc.
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications ("Navigator"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 10, 2002 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date")

WHEREAS, BellSouth and Navigator entered into the Agreement on August 10, 2002, and;

WHEREAS, BellSouth and Navigator are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No 01-338, issued on July 13, 2004,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1 The Parties agree to delete Section 13 of the General Terms and Conditions and replace it with the following.

13 Pursuant to 47 USC § 252(i) and 47 C F R. § 51.809, BellSouth shall make available to Navigator any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted

- 2 All of the other provisions of the Agreement dated August 10, 2002 shall remain unchanged and in full force and effect
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(c) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: *Kristen Rowe*

Name: Kristen Rowe

Title: Director

Date: 9/28/04

Navigator Telecommunications

By: *Kenrick LeDoux*

Name: Kenrick LeDoux

Title: CTO + VP Engineering

Date: 9/27/04